

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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|--|--|---------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Richard Blanch | | 07/08/2008 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Metier Tribeca, LLC | | |
| Street Address: | 252 West 37th Street | | |
| Internal Address: | Suite 1601 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW YORK | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3378396 | LE METIER DE BEAUTE | |
| Serial Number: | 77155963 | METIER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (845)689-2155 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 845-727-1750 | | |
| Email: | msteger@steger-law.com | | |
| Correspondent Name: | Michael D Steger | | |
| Address Line 1: | 2 Crosfield Avenue | | |
| Address Line 2: | Suite 210 | | |
| Address Line 4: | West Nyack, NEW YORK 10994 | | |
| ATTORNEY DOCKET NUMBER: | MOB 1.2 | | |
| NAME OF SUBMITTER: | Michael D. Steger | | |
| | | | |

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REEL: 003814 FRAME: 0284

Signature:

/Michael D. Steger/

Date:

07/10/2008

Total Attachments: 4

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ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made as of May 1, 2008, by and between Richard Blanch, an individual (the "Assignor"), located at 252 West 37th Street, Suite 1601, New York, NY 10018, and Metier Tribeca, LLC, a New York limited liability company (the "Assignee"), located at 252 West 37th Street, Suite 1601, New York, NY 10018 (collectively, the "Parties") and hereby provides:

WHEREAS, Assignor has registered its proprietary claims to, and obtained federal registration within the United States of America for, the service marks and/or trademarks depicted and described in Exhibit A, attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Assignee is a business with operations in New York in whom Assignor has an ownership interest;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title, and interest that it may have in and to the Trademarks within the United States, together with the goodwill of the business in connection with which the Trademarks have been used and are used, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademarks; and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks together with the goodwill of the business in connection with which the Trademarks have been used and are used, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademarks.

NOW THEREFORE, in consideration for the mutual covenants contained herein, the above recitals that are hereby incorporated into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment, Assignor hereby assigns and conveys to Assignee all rights, title, and interest that Assignor may have, free and clear of any liens or encumbrances, in and to the Trademarks as used or any portion thereof, together with the goodwill of the business connected with the use of, and that is symbolized by, the Trademarks, along with the Assignor's right to recover for damages and profits for any past infringements of the Trademarks.

2. Authorization, Contemporaneously with executing this Assignment, Assignor has provided Assignee with all original certificates of registration in Assignor's possession for the Trademarks listed on Exhibit A. Assignor hereby authorizes and requests all appropriate trademark offices to issue certificates of registration issued by any and all countries and states

within the United States to Assignee. Assignor hereby represents and covenants that it has the full right to convey the interest herein assigned and that it has not executed and will not execute any agreement or document that is in conflict herewith.

3. Future Assurances. Assignor agrees that upon the written request of Assignee, it shall execute and deliver all papers and do all other reasonable acts necessary to carry out the intent of this Assignment and that Assignee may reasonably request in order to vest all of Assignor's right, title, and interest in and to the Trademarks in Assignee. Further, Assignor agrees to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee and to the extent that such evidence is in the possession or control of Assignor.

4. Binding Effect. This Assignment shall be binding upon the Parties, their heirs, legal representatives, successors, and assigns, as the case may be, and all others acting by, through, with, or under their direction. The Parties intend for this Assignment to be both permanent and irrevocable.

5. Applicable Law. This Assignment shall be construed by and interpreted in accordance with the laws of the United States and the State of New York without reference to its conflict of laws provisions.

6. Jurisdiction and Venue. The Parties hereby irrevocably consent to the jurisdiction of the United States District Court for the Southern District of New York, to the extent that such court has subject matter jurisdiction or, alternatively, to the Supreme Court for the County of New York for any claims or causes of action arising out of or relating to this Assignment. Further, the Parties hereby waive any objection they may have to either the jurisdiction or venue of such courts.

7. Recordation. Assignee shall have the right to record freely this Assignment, as it deems appropriate, to give notice of its assigned rights contained in this Assignment including, without limitation, recording this Assignment with the United States Patent and Trademark Office.

8. General. This Assignment is the final and complete understanding of the Parties concerning the subject matter hereof and supersedes all prior discussions, negotiations, and agreements concerning such subject matter. This Assignment may not be amended or modified in whole or part except in a writing signed by all the Parties.

IN WITNESS WHEREOF this Assignment has been executed and made effective as of the date first written above.

ASSIGNOR:


RICHARD BLANCH, an individual

_____, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Richard Blanch, an individual, who executed the foregoing Trademark Assignment of his own free act and deed. In witness whereof, I have hereunto set my hand and seal this 8th day of July, 2008.

[SEAL]

Notary Public
EDNA CARTER
Notary Public, State of New York
No. 01CA6092585
Qualified in Bronx County
Commission Expires May 27, 2011

My commission expires: _____

ASSIGNEE:

METIER TRIBECA, LLC,
a New York limited liability company

By: _____

Gerald Mastellon

Title: Managing Member

STATE OF NEW YORK
COUNTY OF NEW YORK, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Gerald Mastellon, the Managing Member and duly authorized agent and signatory of Metier Tribeca, LLC, who executed the foregoing Trademark Assignment of his own free act and deed. In witness whereof, I have hereunto set my hand and seal this 8th day of July, 2008.

[SEAL]

Notary Public
EDNA CARTER
Notary Public, State of New York
No. 01CA6092585
Qualified in Bronx County
Commission Expires May 27, 2011

My commission expires: _____

EXHIBIT A

FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

| <u>MARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> |
|---------------------|-----------------------|--|
| LE METIER DE BEAUTE | 3378396 | February 5, 2008 |
| METIER | 77155963 (Serial No.) | February 5, 2008 (Notice of Allowance Issued) |